

**Amendment Six
to the
Amended & Restated Interlocal Cooperation Agreement
for Design, Implementation, Operation and Maintenance
of the Regional Fare Coordination System**

This Amendment Six (hereinafter "Amendment") to the Amended and Restated Interlocal Cooperation Agreement for Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System ("Interlocal Agreement") is entered into this 22nd day of July, 2013, by the Snohomish County Public Transportation Benefit Area ("Community Transit"), the Kitsap County Public Transportation Benefit Area ("Kitsap Transit"), the Central Puget Sound Regional Transit Authority ("Sound Transit"), the State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("Washington State Ferries"), the Pierce County Public Transportation Benefit Area ("Pierce Transit"), the City of Everett ("Everett") and King County ("King County"), individually referred to as an "Agency" and collectively known as "the Agencies" in this Amendment.

WHEREAS, on April 14, 2009, the Agencies entered into the Interlocal Agreement to restate, amend and supplement the provisions of their initial 2003 agreement that established the respective roles and responsibilities of the Agencies in the design, implementation, operation and maintenance of the RFC System and in the administration of the RFC Contract with the Contractor and joint consultant contracts; and

WHEREAS, the Agencies desire to amend Exhibit E-3, Business Account and Special Account Agreements, Participation Requirements, Pricing and Revenue Distribution to add reference to Special Accounts and related pricing models.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Interlocal Agreement, the sufficiency of which is hereby acknowledged, each Agency hereby agrees to amend the Interlocal Agreement as follows:

Section One: Exhibit E-3 is deleted and replaced with the attached Exhibit E-3 - "Business Account and Special Account Agreements, Participation Requirements, Pricing and Revenue Distribution."

Section Two: All other provisions of the Interlocal Agreement not referenced in this Amendment shall remain in effect.

Exhibit E-3 Business Account and Special Account Agreements, Participation Requirements, Pricing and Revenue Distribution

Business Account detailed methodology describing products, pricing and revenue allocation for Business Accounts is defined in Common Institutional Program Requirements (DR 2) and as agreed by the Joint Board.

1.0 Types of Business Account Agreements

1.1 Business Account "Choice" Agreements. A Business Account may elect to purchase retail ORCA Products available to any customer. The Business Account would have the opportunity to revise the type and quantity of products purchased each month and to purchase non-ORCA products through a Lead Agency. Business Choice Agreements are entered into and managed by the Lead Agency acting on behalf of all Agencies.

1.2 Business Account "Passport" Agreements. A Business Account may elect, subject to approval or qualification under the established program requirements, to purchase transportation benefits for its employees or other participants in the form of an unlimited travel pass, and non-ORCA products under an agreement with a Lead Agency. Passport Agreements are entered into and managed by the Lead Agency acting on behalf of Participating Agencies named in the agreement. The program requirements for such Passport Agreements are set forth in the Business Account – Lead Agency Agreement approved by the Joint Board.

1.2.1 Regular Fixed-Route Transit Service

The transit prices specified in Passport Agreements reflect only products that are valid on each Participating Agency's regular fixed route transportation system. Special event services are not covered by these Agreements.

1.2.2 Washington State Ferries

The Washington State Ferries will not be a Participating Agency for Passport Flat Rate products. WSF will only be a Participating Agency in Passport Per Trip Agreements which use actual ridership and actual fares to determine the amount paid by the Business Account. No discounts will be included for trips taken on the Washington State Ferries service.

1.2.3 Sale of Non-ORCA Products

Non-ORCA products may be included in a Business Account Agreement, subject to concurrence by the Participating Agencies covered in that Business Account Agreement.

1.3 Special Account Agreements. A Special Account Card Distribution Agreement is entered into and managed by the Lead Agency acting on behalf of the Participating Agencies named in the agreement. The program requirements for such Special Accounts agreements are based on Joint Board-approved business rules.

A combination of pricing models may be used for Special Accounts as set forth below. The Business Account subcommittee must unanimously agree to the pricing model.

2.0 ORCA Product Pricing

2.1 Business Account "Choice" Agreements. The pricing for these agreements will be the sum of the prices of the retail products purchased by the Business Account.

2.2 Business Account "Passport" Agreements.

2.2.1 Passport Flat Rate

A regional pricing methodology for the Passport Flat Rate product, as agreed to by the Joint Board, includes the following key elements:

Year 1: ORCA Transition Period and New Customers

- a. The total number of annual transit trips for a Passport Flat Rate customer shall be estimated using the transit mode share from the most recent Commute Trip Reduction survey (CTRS) for that site, (If CTRS data are unavailable for a specific site, then CTRS data grouped by geographic area or closely located work site will be used for pricing.)
- b. The total number of annual transit trips shall be apportioned by Participating Agency based on the share of total transit trips for each transit agency from the CTRS. If appropriate, a Participating Agency may propose applying a growth rate to adjust its estimated annual transit trips. All such adjustments must be approved by all Participating Agencies.
- c. The total annual transit fare value for each Participating Agency shall be estimated by multiplying the number of total number of annual transit trips for each Participating Agency by the average weighted trip value specified by each Participating Agency.
- d. The total annual transit cost for a Passport Flat Rate customer shall be the sum of total annual transit fare values for all Participating Agencies.

Post Transition for Existing Customers

- a. The total and per Agency number and fare value of annual transit trips for a Passport Flat Rate customer shall be estimated using the most recent ORCA data available for that customer.
- b. If appropriate, a Participating Agency may propose applying a growth rate to adjust its estimated annual transit trips. All such adjustments must be approved by all Participating Agencies.

- c. The total annual transit cost for a Passport Flat Rate customer shall be the sum of total annual transit fare values for all Participating Agencies.

2.2.2 Passport Per Trip

The cost of trips for a Passport Per Trip customer each month will be the total value of trips taken on Participating Agencies based on actual ORCA trip data for that month. The total value of trips for each Participating Agency will be the sum of the fare values for each trip taken on that Agency, less any interagency transfer discounts as described for E-Purse allocation in Exhibit E-1.

2.2.3 Non-ORCA Products

The cost of Non-ORCA products shall be as established in the Business Account Agreement for each customer, subject to concurrence by the Participating Agencies covered in that Business Account Agreement.

2.3 Special Account Agreements. Special Account Agreement pricing may be based on any of the following approaches:

2.3.1 Retail ORCA Products. A Special Account may purchase retail ORCA products available to any customer.

2.3.2 Flat Rate. A Special Account may purchase a regional pass priced as the sum of fare values established by each of the participating agencies for the duration of the Special Account. This may include zero-cost pricing.

2.3.3 Per-trip pricing. The cost of trips for a Special Account Per Trip customer each month (or portion of month depending on program duration) will be the total number of trips taken on all Participating Agencies based on actual ORCA trip data for that month and either of the following options for establishing a trip rate for each Participating Agency:

2.3.3.1 The Passport Per Trip Rate established in Section 2.2.2 above.

2.3.3.2 A program specific Trip Rate established by each Participating Agency.

3.0 Revenue Allocation

3.1 Business Choice and Passport Products. The distribution of revenue to each Participating Agency from ORCA Products sold within a Business Account Agreement will occur through the appropriate ORCA Accounts based on Joint Board-approved business rules and payment due dates established for each Business Account Agreement.

3.1.1 Business Choice Accounts

Revenue allocation for E-Purse and ORCA pass products shall be as outlined in Exhibits E-1 and E-2.

3.1.2 Passport Products

3.1.2.1 Passport Flat Rate

Each Participating Agency shall receive its total annual transit fare value for each Passport Flat Rate customer as described in 2.2.1 above.

3.1.2.2 Passport per Trip

Each Participating Agency shall receive the total value of trips for each Passport per Trip customer as described in 2.2.2 above.

3.2 Non-ORCA Products. The distribution of revenue to each Participating Agency from non-ORCA Products sold within a Business Account Agreement will be as established in the Business Account Agreement for each customer, subject to concurrence by the Participating Agencies covered in that Business Account Agreement.

3.3 Special Accounts. Revenue is allocated for Special Accounts under the following pricing model categories:

3.3.1 Retail ORCA Products. Participating Agencies receive ORCA revenue from retail products as apportioned by the ORCA system.

3.3.2 Flat Rate. Each Participating Agency shall receive the fare value established in calculating the Special Account Agreement pricing as established in Section 2.3.2. This may include no revenue for Special Accounts with zero cost pricing.

3.3.3 Per Trip. Each Participating Agency shall receive revenue equal to the total number of trips each month (or portion of month depending on program duration) on that Agency multiplied by the appropriate trip rate as established in either 2.3.3.1 or 2.3.3.2 above:

3.3.3.1 If Participating Agencies' program trip rates are established per Section 2.3.3.1, revenue shall be distributed according to the ORCA Passport Per Trip rules.

3.3.3.2 If Participating Agencies' trip rates are established per Section 2.3.3.1, the Lead Agency will reimburse Participating Agencies for trips taken. Reimbursement will be processed within 60 days of termination of the Special Account.

Non-ORCA Products will not be included in Special Account agreements.

IN WITNESS WHEREOF, authorized representatives of the Agencies have signed their names in the spaces provided.

Central Puget Sound Regional Transit Authority

By: Jon Earl
Its: CEO
Date: 7-11-13

City of Everett

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: _____
Date: _____

IN WITNESS WHEREOF, authorized representatives of the Agencies have signed their names in the spaces provided.

Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

City of Everett

By: _____
Its: _____
Date: _____

King County

By: Kevin Desmond
Its: _____
Date: 7/4/13
General Manager
Metro Transit Division

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: _____
Date: _____

IN WITNESS WHEREOF, authorized representatives of the Agencies have signed their names in the spaces provided.

Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

City of Everett

By: _____
Its: _____
Date: _____

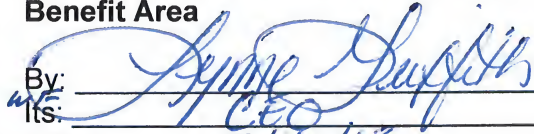
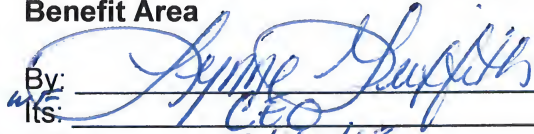

King County

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: 
Its: 
Date: 

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: _____
Date: _____

IN WITNESS WHEREOF, authorized representatives of the Agencies have signed their names in the spaces provided.

Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

City of Everett

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

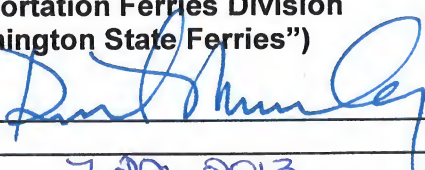
Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By:  _____
Its: _____
Date: 7-22-2013

David Moseley
WSF Assistant Secretary

IN WITNESS WHEREOF, authorized representatives of the Agencies have signed their names in the spaces provided.

Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

City of Everett

By: TH Egan
Its: Director
Date: 7/16/33

King County

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: _____
Date: _____

IN WITNESS WHEREOF, authorized representatives of the Agencies have signed their names in the spaces provided.

Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____


City of Everett

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By:  _____
Its: Executive Director
Date: 7-11-13

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: _____
Date: _____

IN WITNESS WHEREOF, authorized representatives of the Agencies have signed their names in the spaces provided.

Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

City of Everett

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: SRE Morgan
Its: Acting CEO for Joyce Ellen
Date: 07-11-13

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: _____
Date: _____